

REMARKS

I. THE CITED REFERENCE CANNOT SUSTAIN A §102 REJECTION OF AMENDED THE CLAIMS

The Examiner rejected Claims 1-37 for anticipation under 35 U.S.C. §102(e) based on Pat R. Calhoun, "DIAMETER Mobile IP Extensions." Under 35 U.S.C. §102, the prior art must disclose each and every claim element for an invention to be anticipated by prior art. *Constant v. Advanced Minor-Devices, Inc.*, 848 F. 2d 1560 (Fed. Cir. 1988). All claim limitations of the invention must also be considered in determining patentability. *Hewlett-Packard Co. v. Bausch & Lomb, Inc.*, 909 F. 2d 1464 (Fed. Cir. 1990). Almost is not enough; the prior art must disclose all the elements. *Connell v. Sears, Roebuck & Co.*, 722 F. 2d 1542 (Fed. Cir. 1983). Accordingly, the absence of any claimed element negates anticipation under §102.

The claims have been amended to clearly claim a registration message that 1) originates at the home agent network server and is transmitted to the mobile node to acknowledge registering the mobile node care-of address with the home agent network server, 2) originates at the home agent network server and is routed to the mobile node to acknowledge registering the mobile node care-of address with the home agent network server, or 3) is used for registering the mobile node care-of address with the home network and addressing to route between the home network and the mobile node. Claims 1, 11, 20, and 29 now claim a security gateway with a firewall and an AAA server. Claims 1 and 11 have also been amended to require encryption for transmission of the packets. The limitation of a broker supporting a plurality of security associations has also been added to Claims 11, 20, and 29.

The cited reference does not teach, suggest, or disclose the claim limitations of a registration message transmitting a public key as defined in the specification and claimed. The message extensions of the cited reference permit the DIAMETER message to “allow cross-domain authentication, assignment of Mobile Node Home Addresses, assignment of Home Agent, as well as Key Distribution.” *“DIAMETER Mobile IP Extensions”*, Section 1, p. 2 The reference does not indicate that it can be used to register a care-of address for a mobile node with a home agent or network as claimed. Moreover, the messages used and claimed in the invention are for mobile node to home network communication, and DIAMETER messages are limited to a server-to-server communication protocol.

The message flow of the DIAMETER protocol [Section 4.1, p. 23] does not teach, disclose, or suggest the message flow shown in Figure 2 of the application and as claimed. The message flow in Section 4.1, p. 23 shows how the DIAMETER Mobile IP Extensions identified in Section 3.5, 3.8, and 3.11 can be used. This server-to-server communication protocol in the DIAMETER description actually teaches away from the single registration message claimed in Claims 1, 11, 20, and 29. Further, multiple messages are required for a communication between the mobile node and the home network in the cited reference, which differs from the claimed invention.

Brokers as claimed in the invention are also not found in the cited reference. While the Examiner identified pages 22-25 as disclosing brokers, it is respectfully suggested that those pages of the cited reference do not disclose the claimed brokers. AAA servers are not brokers as used in the specification of the invention or as claimed as

a broker. These are entirely different entities as used in the specification and the claims with different functions.

Under the doctrine of claims differentiation, a claim cannot be interpreted so as to make a dependent claim identical in scope. *Smith & Nephew, Inc.*, 276 F.3d 1304 (Fed. Cir. 2001), *Xerox Corp. v. 3Com Corp.*, 267 F.3d 1361 (Fed. Cir. 2001), and *Clearstream Wastewater Systems, Inc. v. Hydro-Action Inc.*, 206 F.3d 1440, 1446 (Fed. Cir. 2000) (*Under the doctrine of claims differentiation, it is presumed that different words used in the different claims result in a difference in meaning and scope for each of the claims.*). The independent claims identify AAA servers and the dependent claims identify brokers. Brokers cannot be interpreted to be an AAA server under the doctrine of claims differentiation for the unamended claims, and the claims, as amended, because such an interpretation would make the scope of the dependent claims the same as the independent claims.

Security gateways are also not taught, suggested, or disclosed by the cited reference. Because the registration message as claimed, the broker as claimed, the encrypted message required for transmission as claimed, and the security gateway with a firewall and AAA server as claimed are essential claim elements not found in the cited reference, the cited reference cannot sustain a §102 rejection, which requires the presence of all these claimed limitations.


II. CONCLUSION

The amended claims are distinguishable from the teachings of the “DIAMETER Mobile IP Extensions” reference. The Applicants believe that the amended claims

traverse the Examiner's 35 U.S.C. § 102(e) rejection. Independent claims 1, 11, 20, and 29 are allowable because the "DIAMETER Mobile IP Extensions" reference fails to disclose, teach, or suggest the amended claims. Since the dependent claims add further limitations to the allowable independent claims, the Applicants believe the dependent claims are likewise allowable.

Accordingly, pending claims 1-37 are believed allowable because the claimed invention is not disclosed, taught, or suggested by the cited references. It is believed that no additional fees are necessary for this filing. If additional fees are required for filing this response, then the appropriate fees should be deducted from D. Scott Hemingway's Deposit Account No. 501,270.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Malcolm W. Pipes". The signature is fluid and cursive, with the first name "Malcolm" being the most prominent part.

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